

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lowestfare.com Incorporated		09/25/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, National Association, as Administrative Agent		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2685522	LOWESTFARE.COM VACATIONS	
Registration Number:	2499345	LOWESTFARE.COM	
Registration Number:	2794403	BNM.COM	
Registration Number:	2750062	BREEZENET	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-36080		
NAME OF SUBMITTER:	Dusan Clark		

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Signature:	/Dusan Clark/
Date:	09/26/2007
Total Attachments: 3 source=Priceline Trademark Grant - Lowestfare#page1.tif source=Priceline Trademark Grant - Lowestfare#page2.tif source=Priceline Trademark Grant - Lowestfare#page3.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of September 25, 2007 by and from LOWESTFARE.COM INCORPORATED, a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, (the "Grantee") for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, priceline.com Incorporated (the "Borrower") (together with the Lenders) and Grantee have entered into a Credit Agreement dated September 25, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Borrower, has guaranteed the repayment of the Secured Obligations pursuant to a Guaranty dated September 25, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Borrower, the Grantor and certain Subsidiaries of the Borrower have entered into a Pledge and Security Agreement dated September 25, 2007 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

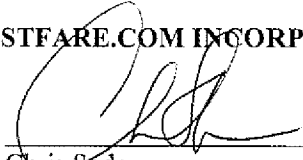
2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Subsidiary Guarantors under the Guaranty. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

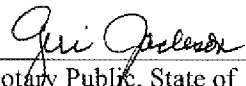
LOWESTFARE.COM INCORPORATED

By: 
Name: Chris Soder
Title: President

STATE OF CONNECTICUT)
FAIRFIELD COUNTY)

On September 25, 2007, before me, GERI JACKSON, Notary Public, personally appeared Chris Soder, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

(SEAL)


Notary Public, State of CT
My Commission Expires: 11/30/2011

Signature Page for Grant of
Security Interest in United States Trademarks

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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS



NO.	MARK	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	ORIGINAL APPLICANT/ CURRENT OWNER	STATUS
1.	LOWESTFARE.COM VACATIONS <i>and Design</i> 	76248971	4/30/2001	2685522	2/11/2003	LOWESTFARE.COM INCORPORATED	REGISTERED
2.	LOWESTFARE.COM <i>and Design</i> 	75595149	11/25/1998	2499345	10/23/2001	LOWESTFARE.COM INCORPORATED	REGISTERED
3.	BNM.COM (U.S.)	76487563	2/4/2003	2794403	12/16/2003	LOWESTFARE.COM INCORPORATED	REGISTERED
4.	BREEZENET (U.S.)	76461444	10/22/2002	2750062	8/12/2003	LOWESTFARE.COM INCORPORATED	REGISTERED
5.	LOWESTFARE.COM & Design (Argentina)	2235517	08/19/1999	1826574	4/25/2001	LOWESTFARE.COM INCORPORATED	REGISTERED
6.	LOWESTFARE.COM & Design (Argentina)	2235518	08/19/1999	1826575	4/25/2001	LOWESTFARE.COM INCORPORATED	REGISTERED
7.	LOWESTFARE.COM & Design (Argentina)	2235519	08/19/1999	1826576	4/25/2001	LOWESTFARE.COM INCORPORATED	REGISTERED
8.	LOWESTFARE.COM & Design (Australia)	798693	06/29/1999	798693	09/08/2000	LOWESTFARE.COM INCORPORATED	REGISTERED
9.	LOWESTFARE.COM & Design (Canada)	1029597	09/21/1999	TMA649,892	10/06/2005	LOWESTFARE.COM INCORPORATED	REGISTERED
10.	LOWESTFARE.COM & Design (Mexico)	381910	07/06/1999	795608	06/24/2003	LOWESTFARE.COM INCORPORATED	REGISTERED
11.	LOWESTFARE.COM & Design (Japan)	89158/99	11/04/1999	4465465	04/06/2001	LOWESTFARE.COM INCORPORATED	REGISTERED
12.	LOWESTFARE.COM & Design (Mexico)	381909	07/06/1999	623972	09/22/1999	LOWESTFARE.COM INCORPORATED	REGISTERED
13.	LOWESTFARE.COM & Design (Mexico)	381908	07/06/1999	623971	09/22/1999	LOWESTFARE.COM INCORPORATED	REGISTERED
14.	LOWESTFARE.COM & Design (Israel)	190,166	05/14/2006			LOWESTFARE.COM INCORPORATED	PENDING
15.	LOWESTFARE.COM & Design (Chile)	453340	01/07/1999	560243	01/31/2000	LOWESTFARE.COM INCORPORATED	REGISTERED
16.	LOWESTFARE.COM & Design (China)	9900/128045	10/27/1999	1499897	12/28/2000	LOWESTFARE.COM INCORPORATED	REGISTERED
17.	LOWESTFARE.COM & Design (European Community)	01138932	04/15/1999	1138932	01/17/2005	LOWESTFARE.COM INCORPORATED	REGISTERED

Exhibit A

RECORDED: 09/26/2007

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